

RENEWAL OF LEASE

APR 21 3 23 PM '98

STATE OF MISSISSIPPI

BK 77 PG 187  
W.E. DAVIS CH. CLK.

COUNTY OF DESOTO

WHEREAS, on or about the 23rd day of August, 1982, VILLAGE FOODS, INC., as LESSOR, JAMES B. MASON and WILLIAM ALBERT UTTZ, as OWNERS and HURON SMITH OIL CO., INC., as LESSEE, entered into a certain Motor Fuel Distribution Agreement [hereinafter the Lease];

WHEREAS, the undersigned desire to renew and extend the Lease for the time and on the terms and conditions hereinafter set out.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned VILLAGE FOODS, INC., a Tennessee corporation [hereinafter referred to LESSOR] and JAMES B. MASON [hereinafter referred to as OWNER], and HURON SMITH OIL CO., INC. [hereinafter referred to as LESSEE], do hereby covenant, contract and agree by and with each other as follows:

1.

That the Lease shall be and it is hereby renewed and extended for an additional five (5) year term commencing on the 15<sup>th</sup> day of March, 1998, and ending on the 12<sup>th</sup> day of March, 2003. The Lease will automatically renew for an additional five (5) year period upon the same terms and conditions unless the LESSEE gives written notice to the LESSOR at least 90 days prior to the expiration of the initial five (5) year term that the LESSEE does not intend for the Lease to be renewed.

2.

All notices required in the Lease and herein shall be in writing and shall be delivered to the appropriate party by U. S. Mail, return receipt requested to the

parties at the following addresses:

Village Foods, Inc.  
3201 Velmagi  
Memphis, TN

James B. Mason  
3201 Velmagi  
Memphis, TN

Huron Smith Oil Co., Inc.  
P. O. Drawer 551  
Batesville, MS 38606

3.

The LESSEE agrees to pay LESSOR three cents (3¢) per gallon for each gallon of motor fuel sold through the motor fuel pumps covered by the Lease rather than the two cents (2¢) per gallon set forth in Paragraph 6 of the Lease.

4.

The LESSEE shall make the following modifications to the location: the LESSEE will install two (2) M.P.D.'s, one (1) new console, one (1) new canopy, and provide cathodic protection for existing tanks, spill containments, and overfills for the existing tanks. The aforesaid improvements shall remain the property of the LESSEE and may be removed by the LESSEE at the expiration of this Lease.

5.

The location will be branded Citgo or Amoco depending on the availability of either brand.

6.

That it is the intention of the parties hereto that the Lease be extended and renewed for an additional five (5) year period with one (1) additional renewal period at the LESSEE'S option as herein set forth and that such renewal and extension be on the same terms and conditions as the original Lease except to the extent as modified herein.

**SMITH, PHILLIPS,  
MITCHELL, SCOTT  
& RUTHERFORD**

ATTORNEYS AT LAW  
103 BATES STREET  
P.O. DRAWER 193  
BATESVILLE, MS 38606  
TELEPHONE (601) 563-4613

7.

That the real property which is subject to this Lease consists of Lot 1 in the Brook Hollow South Commercial Subdivision and Lot 2, Brook Hollow Commercial Subdivision, all in DeSoto County, Mississippi, and more particularly described on Exhibit "A" attached hereto and made a part hereof as if copied herein verbatim.

WITNESS THE SIGNATURES of the parties hereto, this the 11th  
day of March, 1998.

VILLAGE FOODS, INC., Lessor

By: James B. Mason  
Title: President

James B. Mason  
JAMES B. MASON, Owner

HURON SMITH OIL CO., INC., Lessee

By: [Signature]  
Title: VP

Recording information of  
original lease!

9:40 A.M.

August 26, 1982

Book 50

Page 54

Power of Attorney & Contracts Book

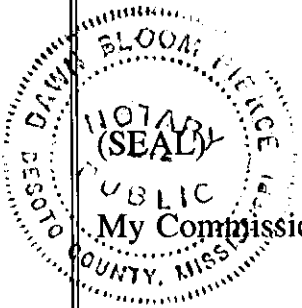
SMITH, PHILLIPS,  
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BATESVILLE, MS 38606  
TELEPHONE (601) 563-4613

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of March, 1998, within my jurisdiction, the within named James Mason, who acknowledged that he is President of VILLAGE FOODS, INC., a Tennessee corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



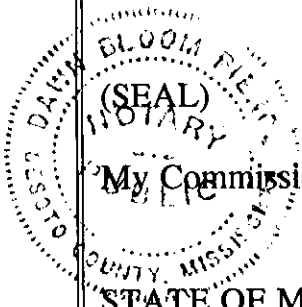
Dawn Bloom Reier  
NOTARY PUBLIC

My Commission Expires: July 08, 2000

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of March, 1998, within my jurisdiction, the within named JAMES B. MASON, who acknowledged that he executed the above and foregoing instrument.



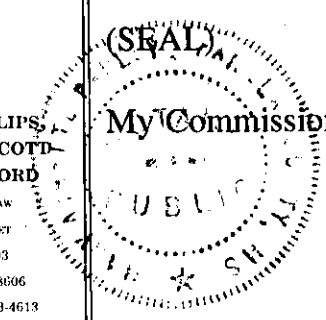
Dawn Bloom Reier  
NOTARY PUBLIC

My Commission Expires: July 08, 2000

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of March, 1998, within my jurisdiction, the within named Donald A. Smith, who acknowledged that he is Vice Pres. of HURON SMITH OIL CO., INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Mary Gruthie Pauling  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 20, 2000  
BONDED THRU STEGALL NOTARY SERVICE

SMITH, PHILLIPS,  
MITCHELL, SCOTT  
& RUTHERFORD  
ATTORNEYS AT LAW  
103 BATES STREET  
P.O. DRAWER 193  
BATESVILLE, MS 38606  
TELEPHONE (601) 563-4613

Lot 1, in Brook Hollow South Commercial Subdivision, located in Section 24, Township 1 South, Range 8 West and more particularly described as follows:

Commencing on the intersection of Interstate 55 and Rasco Road, thence easterly along the centerline of Rasco Road 67.90 feet to the point of curve; thence along the curve of Rasco Road 23.03 feet to the intersection of the centerline of Rasco Road and the east right-of-way line of Interstate 55; thence easterly along said east right-of-way line 40.25 feet to a point of beginning which is the southwest corner of said Lot 1; thence continuing along the east right-of-way line of Interstate 55, 150.00 feet to a point; thence eastwardly 99.08 feet to a point; thence southwardly 165.59 feet to the south property line of Brook Hollow South Commercial Subdivision, said point being 40 feet north of the centerline of Rasco Road; thence westwardly parallel to and 40 feet north of the centerline of Rasco Road 44.02 feet to a point of curve; thence continuing along the curve and parallel to and 40 feet north of the center line of Rasco Road 55.96 feet to the point of beginning; containing 0.36 acres.

Lot 2, Brook Hollow Commercial Subdivision, as shown by plat of record in Plat Book 11, Page 39, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 24, Township 1 South, Range 8 West, to which plat reference is hereby made for a more particular description of said property.

EXHIBIT "A"

INDEXING INSTRUCTION TO THE CHANCERY CLERK

The property described herein is located in the following:

<u>Quarter Section</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<u>Lot</u>	<u>Subdivision</u>
1	BROOK HOLLOW SOUTH COMMERCIAL SUBDIVISION
2	BROOK HOLLOW COMMERCIAL SUBDIVISION
_____	_____
_____	_____

The section, or the quarter sections, or the governmental lots, or other applicable subdivisions of the section cannot feasibly be determined by the preparer of this instrument. The property described herein could possibly be located in the following:

<u>Quarter Section</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<u>Lot</u>	<u>Subdivision</u>
_____	_____
_____	_____
_____	_____
_____	_____

This instrument was prepared by:

Smith, Phillips, Mitchell, Scott & Rutherford  
 Attorneys At Law  
 P. O. Drawer 193  
 Batesville, MS 38606  
 Ph: (601) 563-4613